
ROCKLEDGE CITY COUNCIL REGULAR MEETING

NOTICE AND AGENDA

Wednesday, August 6, 2008 ♦ 6:30 p.m.

Chairman E. Georgia Phillips Presiding

Council Chamber, Rockledge City Hall, 1600 Huntington Lane, Rockledge Florida 32955

EVERY PERSON ADDRESSING THE CITY COUNCIL MUST COMPLETE A SPEAKER'S CARD

The cards are located near the door of the Council Chamber.

Completed cards are to be given to the City Clerk
before the meeting convenes or prior to the introduction of a particular agenda item.

1. CALL TO ORDER / ROLL CALL
2. INVOCATION – Councilman Forester
3. SALUTE TO THE FLAG
4. APPROVAL OF MINUTES – Regular Meeting on July 16, 2008
5. PRESENTATIONS
 - A. Mayor Schultz
 1. Rockledge Little League 9-10 All Star Team
6. FINANCIAL / BUDGET REPORT – None
7. PUBLIC HEARINGS / ORDINANCES / RESOLUTIONS
 - A. First Reading: Ordinance Changing Zoning District from MH to RMU, 923 Dove Avenue (ZDA-08-13, Dorothy Alexander)
 - B. First Reading: Ordinance Changing Zoning District from P1 and MH to RMU, 1902 Fiske Boulevard (ZDA-08-14, Community Bank of the South)
 - C. Resolution: Supporting Passenger Rail Service along the FEC Railroad
8. REPORTS FROM BOARDS AND COMMITTEES
 - A. Council Finance & Budget Committee, Minutes of Meeting on July 21, 2008
 1. Recommendation: Approval of Preliminary Budgets for FY 2009 and Millage Rate of \$5.35 for Calendar Year 2008
 - B. Citizens Advisory Committee, Minutes of Meeting on July 21, 2008



ANY PERSON WHO DESIRES TO APPEAL ANY DECISION MADE BY THE
ROCKLEDGE CITY COUNCIL WILL NEED TO ENSURE THAT A VERBATIM RECORD
OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES TESTIMONY AND EVIDENCE
UPON WHICH THE APPEAL IS TO BE BASED.

9. UNFINISHED BUSINESS – None
10. CONSENT BUSINESS
 - A. Request: Second Amended Transportation Impact Fee Trust Fund Disbursement Agreement, Pluckebaum to Clearlake Turn Lane (Brevard County)
 - B. Request: Bid Award, Baffle Box at Hardee Circle & Rockledge Drive
 - C. Request: Purchase of Wheeled Garbage Containers and Recycling Bins (Sanitation Division, Public Works Department)
 - D. Request: Easement Agreement, Water Line for Fire Suppression System, Municipal Building, 11 Orange Avenue (City of Cocoa)
11. NEW BUSINESS
 - A. Requests: Community Redevelopment Agency
 1. Closing of Barton Boulevard, October 25, 2008, 2:00-10:00 pm for Car Show
 2. Reconsideration of Ad Valorem Tax Abatement Program under Florida Statutes
12. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS
13. REPORTS
 - A. City Manager Report
 - B. City Attorney Report – None
14. ADJOURN



ROCKLEDGE CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, July 16, 2008 - 6:30 p.m.

1. CALL TO ORDER / ROLL CALL

The Rockledge City Council met in regular session on July 16, 2008, at 6:30 p.m. in the Council Chamber at Rockledge City Hall, 1600 Huntington Lane, Rockledge, Florida.

PRESENT:	Dr. Joe Lee Smith	Councilmember, Seat #1
	Richard K. Blake	Councilmember, Seat #2
	Colleen M. Stuart	Councilmember, Seat #3
	Frank T. Forester	Councilmember, Seat #4
	E. Georgia Phillips	Councilmember, Seat #5
	Joseph E. Miniclier	City Attorney
	James P. McKnight	City Manager
	Betsi Beatty Moist	City Clerk
ABSENT:	Larry L. Schultz	Mayor (Vacationing)
	Lisa Lombardi	Councilmember, Seat #6 (Excused)
STAFF PRESENT:	David A. Henderson	Assistant City Manager
	Carl L. Jones	Building Official
	Don R. Griffin	Planning Director
	Stephen H. Wilson	Community Advocate
	Jeptha L. Sunday	Fire Battalion Chief
	John C. Shockey	Chief of Police
	C. Kenneth Poole	Public Works Director
	Alan M. LaDuke	Wastewater Treatment & Water Reclamation Director

With a quorum present, the meeting was called to order by Chairman E. Georgia Phillips.

2. INVOCATION

The invocation was given by Councilwoman Stuart.

3. SALUTE TO THE FLAG

A salute was given to the flag and the pledge of allegiance was repeated in unison.

4. APPROVAL OF MINUTES – Regular Meeting on July 2, 2008

Councilman Blake made a motion to approve the minutes of the regular meeting on July 2, 2008; seconded by Councilman Forester. The motion carried unanimously (5).

5. PRESENTATIONS

A. Chairman Phillips

1. Annual City Golf Tournament Proceeds to Senior Care of Brevard

Chairman Phillips introduced City employees Connie Davis, Sharon Caldwell, Steve Wilson, and Mike Jarusiewicz, who were instrumental in organizing the 10th Annual City Employee Golf Tournament. The group presented a ceremonial check in the amount of \$10,500 to Senior Care of Brevard, the chosen charity for this year's tournament. Representatives of Senior Care of Brevard present to accept the gift were Debbie Brown, Linda Wagner, Carrie Springer, and Elaine Hensley; Debbie Brown announced that the funds will be earmarked for their Sponsorship Program to assist those who do not have the financial means to participate.

- Chairman Phillips introduced the members of Boy Scout Troop 304 who were present to fulfill the requirements for the Citizenship in the Community Merit Badge. In attendance were Scouts Joel Marquardt, Jonathan Marquardt, Myron Jones, and Ed Jones, along with Assistant Scout Master Nancy Marquardt.

6. FINANCIAL / BUDGET REPORT – Month of June 2008

Councilman Blake moved to be in receipt of the Financial/Budget Report for the month of June 2008; seconded by Councilwoman Stuart. The motion passed by unanimous vote (5).

7. PUBLIC HEARINGS / ORDINANCES / RESOLUTIONS

A. Second Reading / Public Hearing: Ordinance No. 1494-2008 Implementing Stormwater Management Program

Councilwoman Stuart offered Ordinance No. 1494-2008 entitled "AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, ADDING A SECTION 42.06 TO THE ROCKLEDGE LAND DEVELOPMENT REGULATIONS TO BRING THE CITY INTO COMPLIANCE WITH THE FEDERAL CLEAN WATER ACT, 33 U.S.C. 1251 ET SEQ, BY IMPLEMENTING A MANDATED STORMWATER MANAGEMENT PROGRAM; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES", **and made a motion for the second reading of the ordinance by title only and opened for public hearing; seconded by Councilman Smith. The motion carried by unanimous vote (5).**

City Attorney Miniclier read aloud the title of the ordinance for the second reading. Chairman Phillips declared the matter open to the public for discussion. There being no public comment, Chairman Phillips declared the public hearing to be closed.

Councilman Blake moved for the adoption of the ordinance; seconded by Councilman Forester. Voting for the motion: Councilmembers Smith, Blake, Stuart, Forester, and Phillips. The motion carried by unanimous vote (5).

8. REPORTS FROM BOARDS AND COMMITTEES

A. Education Advisory Committee, Minutes of Meeting on June 9, 2008

Councilwoman Stuart moved to be in receipt of the minutes of the following meetings:

- Education Advisory Committee on June 9, 2008
- Citizens Advisory Committee on June 16, 2008
- Business Development Committee on June 24, 2008
- Planning Commission on July 1, 2008
- Council Finance & Budget Committee on July 8, 2008

and to consider independently any recommendations contained therein; seconded by Councilman Blake. The motion passed unanimously (5).

B. Citizens Advisory Committee, Minutes of Meeting on June 16, 2008

See item 8-A.

C. Business Development Advisory Committee, Minutes of Meeting on June 24, 2008

See item 8-A.

D. Planning Commission, Minutes of Meeting on July 1, 2008

See item 8-A.

1. Recommendation: ZDA-08-13, MH to RMU, 923 Dove Avenue (Petitioner: Dorothy Alexander)

...to approve ZDA-08-13, zoning classification change from MH to RMU.

Councilwoman Stuart moved to be in receipt of the recommendation and open the matter to the public for comment; seconded by Councilman Blake. The motion passed unanimously (5).

a) Public Hearing

Chairman Phillips declared the matter of ZDA-08-13 open to the public for discussion. There being no public comment, Chairman Phillips closed the public hearing.

Councilman Smith made a motion to approve the requested zoning district amendment from MH to RMU and authorize preparation of the required ordinance; seconded by Councilman Blake. The motion carried unanimously (5).

2. Recommendation ZDA-08-14, P1 & MH to RMU, 1902 Fiske Boulevard (Petitioner: Community Bank of the South)

...to approve ZDA-08-14, zoning classification change from P1 and MH to RMU.

Councilman Blake moved to be in receipt of the recommendation and open the matter to the public for comment; seconded by Councilwoman Stuart. The motion passed unanimously (5).

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a) Public Hearing

Chairman Phillips declared the matter of ZDA-08-14 open to the public for discussion. There being no public comment, Chairman Phillips closed the public hearing.

Councilman Blake made a motion to approve the requested zoning district amendment from P1 & MH to RMU and authorize preparation of the required ordinance; seconded by Councilwoman Stuart. The motion carried unanimously (5).

E. Council Finance & Budget Committee, Minutes of Meeting on July 8, 2008

1. Recommendation: Tentative Millage Rate for Taxable Year 2008

...adoption of a tentative millage rate of \$5.4857, the same being the rolled-back millage rate for calendar year 2008.

City Manager McKnight provided a brief overview of the rationale behind the recommendation, after which **Councilman Blake moved to apply \$5.4857 as the tentative millage rate for 2008 taxes; seconded by Councilwoman Stuart. The motion passed unanimously (5).**

a) Resolution Establishing Tentative Millage Rate for Taxable Year 2008

Councilman Blake offered Resolution No. 2008-632 entitled "RESOLUTION OF THE ROCKLEDGE CITY COUNCIL ADVISING THE BREVARD COUNTY PROPERTY APPRAISER OF THE ROLLED BACK MILLAGE RATE OF THE CITY OF ROCKLEDGE FOR THE TAXABLE YEAR 2008, THE PROPOSED MILLAGE RATE OF SAID CITY FOR THE TAXABLE YEAR 2008, AND THE TIME AND PLACE OF THE FIRST PUBLIC HEARING ON THE PROPOSED 2008-2009 FISCAL YEAR BUDGET FOR SAID CITY" and moved to read the resolution in its entirety; seconded by Councilwoman Stuart. The motion passed by unanimous vote (5).

City Attorney Miniclier read aloud the entire resolution, utilizing \$5.4857 as both the rolled-back millage rate and the proposed millage rate.

Councilman Blake moved for adoption of the resolution; seconded by Councilman Forester. Voting for the motion: Councilmembers Smith, Blake, Stuart, Forester, and Phillips. The motion carried by unanimous vote (5).

2. Recommendation: Sewer Rate Increase

...enactment of a rate increase of 3% on all Sewer Rates, the same being effective with all bills rendered for service after October 1, 2008.

Councilwoman Stuart moved for approval of the recommendation and to authorize preparation of the required ordinance; seconded by Councilman Blake. The motion passed unanimously (5).

9. UNFINISHED BUSINESS – None

10. CONSENT BUSINESS

Councilwoman Stuart moved for approval of these consent business items:

- A. Request: Special Event Permit, Sports Zone Complex, 386 Commerce Parkway
(Petitioner: Molly Roger Roller Girls, Inc.)
- B. Request: Intent to Renew Agreement, Highway Maintenance on U.S. 1 & Fiske
Boulevard, 3rd and Final Renewal (FDOT)

The motion was seconded by Councilman Blake and passed without objection (5).

11. NEW BUSINESS – None

12. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS – None

13. REPORTS

A. City Manager Reports

Request for Special Event at Cocoa-Rockledge Garden Club

A late-arriving request was received from T.A.P. Enterprises, Inc. of Fremont, Nebraska to hold a one day Tool and General Merchandise Sale at 1493 Fiske Boulevard (Garden Club facility). Staff has determined that this is acceptable under the Special Event guidelines.

Councilman Smith moved for approval of the special event; seconded by Councilman Blake. The motion passed unanimously (5).

Request for Resolution, Passenger Rail Service

The Space Coast League of Cities asked that cities consider adopting a resolution similar to the one issued by the City Titusville, urging FDOT to include passenger rail service as an area of interest in the Rail System Plan.

Councilman Blake made a motion to authorize preparation of the requested resolution; seconded by Councilman Forester. The motion passed without objection (5).

B. City Attorney Litigation Report

Action to be in receipt of the City Attorney Litigation Report dated July 9, 2008 was overlooked.

City Attorney Miniclier referred to the litigation recently filed against the City by the developer of property on St. Andrews Drive. The Florida League of Cities has been notified and will assign counsel to handle the case. City Attorney Miniclier requested Council authorization to act as second seat throughout the duration of the litigation.

Councilwoman Stuart moved that City Attorney Miniclier be assigned as second seat for this litigation. The motion was seconded by Councilman Blake and passed unanimously (5).

It was noted that an Executive Session will be forthcoming, and the members of the Council were instructed to decline discussion with anyone outside the realm of

the Executive Session. Any inquiries should be directed to City Attorney Miniclier.

City Attorney Miniclier reported that an offer has been received to purchase the right-of-way of Miracle Way for \$1,000.

Councilman Forester made a motion to decline the offer; seconded by Councilman Blake. The motion passed without objection (5).

City Attorney Miniclier referenced a request received from a property owner on Barton Boulevard who is requesting \$25,000 and other damages resulting from the Barton Streetscape Project.

No action was taken; a report from City Manager McKnight and City Attorney Miniclier will be presented at the next City Council meeting.

- Chairman Phillips announced that the Florida League of Cities is requesting volunteers for its committees; paperwork is available from Rene LaMarr, Staff Assistant to the City Clerk.

Chairman Phillips announced that the National League of Cities is holding its annual Congress of Cities in Orlando this year, scheduled for November 11-15, 2008. There is a reduced rate for first-time attendees to attend all of the courses offered.

14. ADJOURN

There being no further business to come before the Council, Chairman Phillips declared the meeting to be adjourned at 7:19 p.m.

Council Chairman

ATTEST: _____
City Clerk

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ORDINANCE NO. _____ - 2008

AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM THE BREVARD COUNTY MH (MOBILE HOME) DISTRICT TO THE RMU (REDEVELOPMENT MIXED USE) DISTRICT OF APPROXIMATELY 0.14 ACRES LOCATED AT 923 DOVE AVENUE WITHIN PLANNING DISTRICT 5 OF THE CITY OF ROCKLEDGE, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF ROCKLEDGE TO REFLECT THE CHANGE OF ZONING EFFECTED BY THIS ORDINANCE; DIRECTING THE CITY MANAGER TO FORTHWITH CAUSE THE APPROPRIATE DESIGNATION TO BE MADE ON THE FACE OF THE OFFICIAL CITY ZONING MAP INDICATING THE NEW ZONING CLASSIFICATION OF THE PROPERTY DESCRIBED IN THIS ORDINANCE; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES.

WHEREAS, application ZDA-08-13 was made by DOROTHY J. ALEXANDER through her agent John Brower, to the City Council of the City of Rockledge, Florida, to change the zoning classification of the real property herein described from the MH (Mobile Home) District to the RMU (Redevelopment Mixed Use) District; and

WHEREAS, the Rockledge City Council referred said application to the Rockledge Planning Commission for its review and recommendations as to the relationship of the proposed rezoning to the Rockledge Comprehensive Plan, and after a public hearing, with due public notice, said Planning Commission rendered its report and recommendations to the City Council which recommended approval of the requested changes; and

WHEREAS, after considering the aforesaid application for rezoning, and the recommendations of the Planning Commission, and after hearing the property owners, parties in interest and all citizens wishing to present their views relative to said proposed zoning change, the Rockledge City Council has determined that the requested rezoning to the City of Rockledge RMU (Redevelopment Mixed Use) District is consistent with the Rockledge Comprehensive Plan and should be granted in this instance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKLEDGE, FLORIDA, AS FOLLOWS:

SECTION 1. That the zoning classification of the following described real property located at 923 Dove Avenue in the City of Rockledge, County of Brevard, State of Florida, be and the same is hereby changed from the MH (Mobile Home) District to the RMU (Redevelopment Mixed Use) District, to wit:

The West 50 feet of East 250 feet of the South 125 feet of Block 8, Resubdivision of Cocoa Rockledge Land Company's First Addition, according to the plat thereof, as recorded in Plat Book 8, Page 44, also known as Lot 12, of Block 8, of Cocoa Rockledge Land Co.'s 1st Addition as recorded in Plat Book 5, Page 95, of the Public Records of Brevard County, Florida.

SECTION 2. That the zoning ordinance of the City of Rockledge and the official zoning map referred to therein, and any amendments to said Ordinance and zoning map to the extent that the same specifically zone the real property herein

described, be and the same are hereby amended to provide and show the zoning change made by this Ordinance, and the Rockledge City Manager is directed to forthwith cause to be designated on the face of said official zoning map the new zoning classification of the property described in this Ordinance.

SECTION 3. The provisions of this Ordinance are severable, and if any section, sentence, clause, or phrase hereof is for any reason held to be unconstitutional, invalid, or ineffective, such holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without the inclusion therein of any invalid portion or portions.

SECTION 4. This Ordinance shall become effective ten (10) days following its adoption and signed by the Chairman of the City Council.

ADOPTED at a regular meeting of the City Council of the City of Rockledge, Florida, this ____ day of _____, 2008.

Chairman, City Council of the
City of Rockledge, Florida

ATTEST:

City Clerk

1st Reading: _____

2nd Reading: _____

ORDINANCE NO. _____ - 2008

AN ORDINANCE OF THE CITY OF ROCKLEDGE, BREVARD COUNTY, FLORIDA, CHANGING THE ZONING CLASSIFICATION FROM THE P1 (PROFESSIONAL) DISTRICT AND THE MH (MOBILE HOME) DISTRICT TO THE RMU (REDEVELOPMENT MIXED USE) DISTRICT OF APPROXIMATELY 0.49 ACRES LOCATED AT 1902 FISKE BOULEVARD WITHIN PLANNING DISTRICT 5 OF THE CITY OF ROCKLEDGE, AS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; AMENDING THE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF ROCKLEDGE TO REFLECT THE CHANGE OF ZONING EFFECTED BY THIS ORDINANCE; DIRECTING THE CITY MANAGER TO FORTHWITH CAUSE THE APPROPRIATE DESIGNATION TO BE MADE ON THE FACE OF THE OFFICIAL CITY ZONING MAP INDICATING THE NEW ZONING CLASSIFICATION OF THE PROPERTY DESCRIBED IN THIS ORDINANCE; DECLARING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; PROVIDING FOR THE EFFECTIVE DATE HEREOF AND FOR OTHER PURPOSES.

WHEREAS, application ZDA-08-14 was made by THE COMMUNITY BANK OF THE SOUTH to the City Council of the City of Rockledge, Florida, to change the zoning classification of the real property herein described from the P1 (Professional) District and the MH (Mobile Home) District to RMU (Redevelopment Mixed Use) District; and

WHEREAS, the Rockledge City Council referred said application to the Rockledge Planning Commission for its review and recommendations as to the relationship of the proposed rezoning to the Rockledge Comprehensive Plan, and after a public hearing, with due public notice, said Planning Commission rendered its report and recommendations to the City Council which recommended approval of the requested changes; and

WHEREAS, after considering the aforesaid application for rezoning, and the recommendations of the Planning Commission, and after hearing the property owners, parties in interest and all citizens wishing to present their views relative to said proposed zoning change, the Rockledge City Council has determined that the requested rezoning to the RMU (Redevelopment Mixed Use) District is consistent with the Rockledge Comprehensive Plan and should be granted in this instance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKLEDGE, FLORIDA, AS FOLLOWS:

SECTION 1. That the zoning classification of the following described real property located at 1902 Fiske Boulevard in the City of Rockledge, County of Brevard, State of Florida, be and the same is hereby changed from the P1 (Professional) District and the MH (Mobile Home) District to the RMU (Redevelopment Mixed Use) District, to wit:

The West 100 feet of Lots 1, 17, 18, 19 and 20, Block 13, per vacated Plat Book 5, Page 95, PLAT OF RESUBDIVISION OF COCOA-ROCKLEDGE LAND COMPANY'S FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 8, Page 44, of the Public Records of Brevard County, Florida.

and

Beginning at the Northeast corner of Block 13, RESUBDIVISION OF COCOA-ROCKLEDGE LAND COMPANY'S FIRST ADDITION, according to the plat thereof, as recorded in Plat Book 8, Page 44, Public Records of Brevard County, Florida, and from said Northeast corner go West along North line of said Block 13, a

distance of 300 feet to the POINT OF BEGINNING of the land herein described; from said point of beginning go West 50 feet; thence go South parallel with the West line of Block 13 a distance of 125 feet to a point; thence go East parallel with the North line of Block 13, a distance of 50 feet to a point; thence go North to the POINT OF BEGINNING.

SECTION 2. That the zoning ordinance of the City of Rockledge and the official zoning map referred to therein, and any amendments to said Ordinance and zoning map to the extent that the same specifically zone the real property herein described, be and the same are hereby amended to provide and show the zoning change made by this Ordinance, and the Rockledge City Manager is directed to forthwith cause to be designated on the face of said official zoning map the new zoning classification of the property described in this Ordinance.

SECTION 3. The provisions of this Ordinance are severable, and if any section, sentence, clause, or phrase hereof is for any reason held to be unconstitutional, invalid, or ineffective, such holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without the inclusion therein of any invalid portion or portions.

SECTION 4. This Ordinance shall become effective ten (10) days following its adoption and signed by the Chairman of the City Council.

ADOPTED at a regular meeting of the City Council of the
City of Rockledge, Florida, this ____ day of _____, 2008.

Chairman, City Council of the
City of Rockledge, Florida

ATTEST:

City Clerk

1st Reading: _____

2nd Reading: _____

RESOLUTION NO. 2008 - _____

A RESOLUTION OF THE CITY OF ROCKLEDGE, FLORIDA, URGING THE FLORIDA DEPARTMENT OF TRANSPORTATION TO INCLUDE PASSENGER RAIL SERVICE ALONG THE FLORIDA EAST COAST RAILROAD AS AN AREA OF INTEREST IN THE UPCOMING STATEWIDE RAIL SYSTEM PLAN UPDATE.

WHEREAS, the Florida Department of Transportation is beginning a major update to the Statewide Rail System Plan; and

WHEREAS, this updated Statewide Rail System Plan will evaluate both freight and passenger rail service; and

WHEREAS, the Federal Rail Administration has indicated that any new rail service in Florida should be included within the updated Statewide Rail System Plan; and

WHEREAS, in light of soaring gas prices, congested roadway corridors such as I-95, and the environmental impact of increased fuel consumption and traffic on roadways, this updated Statewide Rail System Plan should examine the feasibility of establishing passenger rail service along the Florida east coast from Jacksonville to Miami; and

WHEREAS, the City of Rockledge urges the Florida Department of Transportation to examine increased passenger rail service, including the utilization of the Florida East Coast Railroad in the updated Statewide Rail System Plan;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROCKLEDGE, FLORIDA, AS FOLLOWS:

SECTION 1. That the City of Rockledge urges the Florida

Department of Transportation to examine increased passenger rail service, including the utilization of the Florida East Coast Railroad, in the updated Statewide Rail system plan. Increasing passenger rail service in Florida will decrease fuel consumption in Florida, reduce congestion on roadways, and provide benefits to the environment through reduced fuel consumption and automobile and truck emissions.

Section 2. That a copy of this resolution shall be provided to the Secretary of the Florida Department of Transportation, the Brevard County legislative Delegation, the Space Coast Transportation Planning Organization, the Brevard County Board of County Commissioners, and municipalities within Brevard County.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Rockledge, Florida, this ____ day of _____, 2008.

Chairman, Rockledge City Council

ATTEST:

City Clerk

COUNCIL FINANCE & BUDGET COMMITTEE
MEETING MINUTES

Monday, July 21, 2008 - 5:30 p.m.

1. CALL TO ORDER

The Council Finance & Budget Committee met on Monday, July 21, 2008, at 5:30 p.m. in the Council Chamber at Rockledge City Hall, 1600 Huntington Lane, Rockledge, Florida.

MEMBERS PRESENT: E. Georgia Phillips, Councilwoman/Chairman
Larry L. Schultz, Mayor (arrived at 5:50 p. m.)
Frank T. Forester, Councilman

MEMBERS ABSENT: NONE

STAFF PRESENT: James P. McKnight, City Manager
David A. Henderson, Assistant City Manager
John C. Shockey, Chief of Police
C. Kenneth Poole, Public Works Director
Alan M. LaDuke, WWTP Director
Don R. Griffin, Development Coordinator
Richard E. Allen, Fire Chief

With a quorum present, the meeting was called to order by Chairman Phillips at 5:35 p. m.

2. UNFINISHED BUSINESS - NONE

3. NEW BUSINESS

A. Discussion: FY 2009 General Fund Budget

City Manager McKnight conducted a review of the Proposed General Fund Budget for FY 2009. He noted that changes made since the July 8, 2008 meeting included salary adjustments, reductions in personnel, and other budget changes noted as needing correction during that meeting. He also pointed out that the millage recommendation had been reduced to \$5.35, and pledge that staff would continue working to reduce the millage to the lowest possible level to meet financial objectives.

B. Discussion: FY 2009 Sewer Service Budget

In the review of the WWTP/WR facility budget, it was noted that the authorized increase of three percent (3%) was included, as were the verbal changes made during the last meeting. Otherwise the budget was unchanged, and was crafted to meet the needs of the department for the ensuing fiscal year.

C. Discussion: FY 2009 Stormwater Utility Budget

During this discussion it was noted that revenue was insufficient to fully fund the budget. Carry-forward funds are available to fund the deficit, and further, the plan calls for an ambitious level of pipe replacement which time and manpower may not permit. It was the consensus of the group that it was advisable to reflect the needed repair and maintenance items to present a clear picture of the costs associated with stormwater management.

D. Discussion: FY 2009 Sanitation Services Budget

The City Manager did a brief overview of the budget and noted no changes. However there was discussion concerning service levels that the Chairman directed should be forwarded to the Public Works & Utilities Committee for consideration and recommendation to the City Council.

E. Discussion: FY 2009 Community Redevelopment Agency Budget

The proposed budget for the CRA in FY 2009, while not under the purview of the Finance & Budget Committee was discussed so that the committee could be aware of the plans for the expenditure of funds in the budget.

4. OTHER BUSINESS

At the conclusion of the discussion, City Manager McKnight requested direction to staff so that preparations could be made to forward the preliminary budget document to the full council workshop to be held on Tuesday, August 12, 2008. At that point, Councilman Forester offered the following motion:

That the Finance & Budget Committee of the City Council recommends to the City Council the adoption of the proposed Budgets for the City of Rockledge and further that the General Fund be funded through taxes levied at a millage rate of \$5.35 for calendar year 2008.

The motion was seconded by Mayor Schultz, whereupon it passed unanimously by a vote of three (3).

5. ADJOURN

There being no further business to discuss, the Chairman declared the meeting adjourned at 6:42 p. m.

Submitted by:

David A. Henderson
Assistant City Manager

**CITIZENS ADVISORY COMMITTEE
MEETING MINUTES**

Monday, July 21, 2008 - 7:00 p.m.

1. CALL TO ORDER

The Rockledge Citizens Advisory Committee met on Monday, July 21, 2008, at 7:00 p.m. in the Council Chamber at Rockledge City Hall, 1600 Huntington Lane, Rockledge, Florida.

MEMBERS PRESENT: Carol Laymance, Janeann Lyons, Robert Deem and Patricia Trawick.

MEMBERS ABSENT: Jacob Roland (not excused) and Dora Anne Thompson (excused).

STAFF PRESENT: Don R. Griffin, Planning Director and Margaret L. Daly, Recording Secretary.

With a quorum present, the meeting was called to order by Chairman Laymance.

2. APPROVAL OF MINUTES

- Meeting of June 16, 2006

By motion of Robert Deem, seconded by Janeann Lyons, the minutes and the attendance record of the regular meeting of June 16, 2006 were approved as individually read. Motion passed unanimously.

A. Attendance Record

See Approval of Minutes.

3. PUBLIC HEARINGS

None.

4. OLD BUSINESS

5. NEW BUSINESS

A. Comprehensive Plan Amendment

1. Application CPA-08-02 (Michael and Christine Richardson)

Planning Director Griffin briefly reviewed the information supplied in the agenda packets for the Committee members. Chairman Laymance asked if there were any questions, there were none.

By motion of Robert Deem, seconded by Patricia Trawick, the Citizens Advisory Committee moved to recommend the subject Comprehensive Plan Amendment to the Planning Commission. Motion passed unanimously.

6. ADJOURN

There being no further business to come before the Committee, the meeting adjourned at 7:03 p.m.

Submitted by:

Margaret L. Daly
Recording Secretary

Approved by:

Chairman
Citizens Advisory Committee

AGENDA ITEM SUMMARY

ITEM NO. : 10 A

SUBJECT : SECOND AMENDED TRANSPORTATION IMPACT FEE TRUST
FUND DISBURSEMENT AGREEMENT, PLUCKEBAUM ROAD TO
CLEARLAKE ROAD TURN LANE (BREVARD COUNTY)

DISCUSSION : This project has been completed for some time; however, the City
had requested funding to cover the total costs and has only recently
received the proper documents from the County to allow for the
additional disbursement to the City in the amount of \$126,756.60.
This will close the project out with regard to funding.

ADDITIONAL
INFORMATION : None

ACTION
REQUESTED : Approval of Amended Agreement

STAFF
CONTACT : City Manager McKnight



July 14, 2008

James P. McKnight, City Manager
City of Rockledge
1600 Huntington Lane
Rockledge, FL 32956-2617

Dear Mr. McKnight:

I have enclosed the Second Amendment to the Transportation Impact Fee Disbursement Agreement for construction of a new turn lane from westbound Pluckebaum Road to northbound Clearlake Road. Please have this Agreement executed and notarized on behalf of the City of Rockledge and return it to me. I will have it executed on behalf of Brevard County and record it in the Public Records. After that I will request disbursement of the funds.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in black ink, reading "Stephen M. Swanke".

Stephen M. Swanke, AICP

Enclosure as noted.

SECOND AMENDMENT TO THE AMENDED
TRANSPORTATION IMPACT FEE TRUST FUND
DISBURSEMENT AGREEMENT

Between

BREVARD COUNTY

and

ROCKLEDGE, FLORIDA

for a

PLUCKEBAUM TO CLEARLAKE TURN LANE

in the amount of ~~\$600,000.00~~ \$726,756.60

PROVIDING FOR FUNDING AND ADMINISTRATION OF
IMPACT FEE PROJECTS

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SECOND AMENDMENT TO THE AMENDED
TRANSPORTATION IMPACT FEE TRUST FUND
DISBURSEMENT AGREEMENT

Between

BREVARD COUNTY

and

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for a

PLUCKEBAUM TO CLEARLAKE TURN LANE

in the amount of ~~\$600,000.00~~ \$726,756.60

PROVIDING FOR FUNDING AND ADMINISTRATION OF
IMPACT FEE PROJECTS

This is an Agreement between: BREVARD COUNTY, FLORIDA, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

and

ROCKLEDGE, FLORIDA, a Florida municipal corporation, its successors and assigns, hereinafter referred to as "CITY".

WITNESSETH that, for and in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are agreed upon by the parties.

- 1.1 ASSURANCES: means those assurances made by CITY to COUNTY specifically set forth in this Agreement.
- 1.2 CITY: means and refers to the City of Rockledge, Florida, a Florida municipal corporation.
- 1.3 COUNTY: means and refers to Brevard County, Florida, a political subdivision of the State of Florida.

- 1.4 DEPARTMENT: means the Finance Department of Brevard County, Florida.
- 1.5 DIVISION: means the Planning and Zoning Office of Brevard County, Florida.
- 1.6 IMPACT FEE PROGRAM OR PROGRAM: means and refers to the Transportation Impact Fee Program as incorporated into Chapter 62, Article V, Division 4, Sections 62-801 through 62-819 of the Code of Ordinances of Brevard County, Florida.
- 1.7 INTERLOCAL AGREEMENT: means and refers to that agreement between Brevard County, Florida, and the City of Rockledge, Florida, dated April 3, 1990, providing for participation in the Brevard County Transportation Impact Fee Program.
- 1.8 PROGRAM INTEREST: means interest generated from TIFT funds after receipt by CITY.
- 1.9 PROJECT(S): means the project or projects set forth in Article III hereof, and Exhibit "A" entitled "Project Description".
- 1.10 TIFT FUNDS: means the Transportation Impact Fee Trust; the monies given to CITY pursuant to the terms of this Agreement.

ARTICLE II

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Chapter 62, Article V, Division 4, Sections 62-801 through 62-819 of the Code of Ordinances of Brevard County, Florida, incorporated herein by reference, provides for the imposition of the Transportation Impact Fee and sets forth the manner and amount for collection and use of funds.
- 2.2 Pursuant to interlocal agreement dated April 3, 1990, incorporated herein by reference, the COUNTY and CITY have coordinated the collection of Transportation Impact Fees and participated in the process for project recommendations to the Board of County Commissioners of Brevard County, Florida.
- 2.3 Under Chapter 62, Article V, Division 4, Sections 62-801 through 62-819 of the Code of Ordinances of Brevard County, Florida and interlocal agreement, COUNTY is administrator for the Program and COUNTY is mandated to comply with various statutes, rules and regulations as to the allocation of expenditure of funds.

- 2.4 COUNTY is desirous of disbursing TIFT Funds to CITY. However, as administrator for the Program, COUNTY desires to obtain the assurances from CITY and CITY so assures COUNTY, that CITY will comply with all state and local statutes, rules and regulations and applicable codes and regulations as made known to the CITY relating to the Project(s) and the Program, as a condition precedent to the release of such funds to CITY.

ARTICLE III

PROJECT(S)

CITY hereby agrees to provide and implement the following eligible Project(s):

Construction of a new turn lane from westbound Pluckebaum Road to northbound Clearlake Road in the City of Rockledge

From Central Mainland TIFT Fund.

Such Project(s) is(are) more specifically described and set forth in Exhibit "A", attached hereto and by this reference made a part hereof.

ARTICLE IV

FUNDING AND METHOD OF PAYMENT

- 4.1 The amount payable by COUNTY under this Agreement shall be ~~\$600,000.00~~ \$726,756.60. The CITY acknowledges receipt of prior payment of ~~\$100,000.00~~ \$600,000.00 which represents funds originally appropriated pursuant to the Transportation Impact Fee Disbursement Agreement in the amount of \$100,000.00 executed by the COUNTY on May 17, 2005 and by the CITY on August 3, 2005 and \$500,000.00 appropriated pursuant to the Amended Transportation Impact Fee Disbursement Agreement in the amount of \$600,000.00 executed by the COUNTY on March 21, 2006 and by the CITY on April 6, 2006 for construction of a new turn lane from westbound Pluckebaum Road to northbound Clearlake Road. The additional amount payable by the COUNTY under the First Second Amendment to this Agreement shall be ~~\$500,000.00~~ \$126,756.60.
- 4.2 Following execution of this Agreement, the Planning and Zoning Office Director or designee shall provide written notice to Department for the disbursement of TIFT Funds in the amount of ~~\$500,000.00~~ \$126,756.60.

ARTICLE V

RECORDS

- 5.1 The COUNTY and the CITY shall have the reciprocal right to review the records of the other as to receipt, allocation and expenditure of Impact Fees, including records as to bid

awards and purchase orders. All such inspections shall be made upon reasonable notice and at a reasonable time and place. Upon a request to review or obtain copies of records by one party to the other hereunder, the party responding to a request for review shall furnish assistance as well as copies of appropriate records for the project to the requesting party.

- 5.2 If CITY has awarded a contract to an independent contractor to perform Project(s) services, CITY shall submit to COUNTY, if requested, a certified copy of the contractor's invoices stating the services rendered and the date the services were rendered specifically identifying TIFT Funds used.
- 5.3 CITY agrees to furnish to the Planning and Zoning Office Director, status reports on November 1 of each year identifying the interest accrued, the expenditures to date and the project progress.

ARTICLE VI

ASSURANCES

- 6.1 CITY hereby agrees to comply with all applicable state and local laws, ordinances, and codes and regulations, applicable to the expenditure of the TIFT Funds to the extent that any such laws, ordinances, codes and regulations are specifically directed to the CITY's attention in writing by the COUNTY.
- 6.2 CITY hereby agrees to maintain books, records and documents in accordance with standard accounting procedures and practices of the CITY which sufficiently and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 6.3 CITY agrees to expend TIFT Funds allocated to the Project(s) by the expiration date in Article VIII. All TIFT Funds not expended or encumbered within the term of this Agreement shall be returned to the custody and control of COUNTY. An administrative extension, if requested prior to expiration, may be granted by the Planning and Zoning Office Director for a period not to exceed one hundred eighty (180) days if just cause is shown. This section shall not require the CITY to return to the COUNTY custody or control of any TIFT Funds which have been contractually committed for expenditure by the CITY within a six-year time frame from the date of impact fee payment, but are yet unpaid, or funds the CITY's use of which is an issue in any pending litigation involving the CITY.
- 6.4 CITY agrees to complete each project identified in this agreement. In the event TIFT Funds are not sufficient, the CITY may submit to the COUNTY a request for additional revenue from the TIFT Funds.
- 6.5 CITY hereby agrees that if it has directly and knowingly caused any funds to be expended in violation of the Agreement, it shall be responsible to refund such monies in full to COUNTY.
- 6.6 CITY agrees to return to the Department the unexpended TIFT Funds no later than sixty (60) days following the expiration date in Article VIII or within sixty (60) days following an administrative extension under Section 6.4, if applicable, along with a completed Form B, attached hereto and by this reference made a part hereof. An administrative extension for the return of funds, if requested prior to the sixty (60) day expiration period, may be

granted by the Planning and Zoning Office Director for a period not to exceed sixty (60) days if just cause is shown.

- 6.7 Program interest generated as a result of receipt of TIFT Funds may be retained by CITY provided that this interest shall be added to TIFT Funds committed to the Project(s) by the CITY and used in conjunction with the original allocation to further the eligible project objective. Expenditure of program interest is subject to the terms of this Agreement with Brevard County. Any remaining TIFT funds, including the amount of interest generated in a contract period if not expended for the approved Project(s) shall be returned to COUNTY and shall be placed back in TIFT account for benefit of Central Mainland within the time periods provided in Section 6.6.
- 6.8 CITY hereby agrees and understands that all funding authorization through a TIFT Fund shall be used only for eligible activities specifically outlined in this Agreement. Revenues shall not be utilized for correcting deficiencies. They shall be utilized to fund the future capacity components for transportation facilities identified in Exhibit "A". All expenditures shall be consistent with the Interlocal Agreement signed April 3, 1990.
- 6.9 CITY hereby agrees to submit to the Planning and Zoning Office within sixty (60) days of the completion of each Project(s), as set out in Article III, a complete financial accounting of all its Project(s) activities, as provided on Exhibit "B", attached hereto and by reference made a part hereof.

ARTICLE VII

INDEMNIFICATION CLAUSE

CITY, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, COUNTY, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind, including court costs and expenses, accruing or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the CITY's failure to perform any obligation or undertaking of the CITY as set forth in this Agreement.

ARTICLE VIII

TERM OF AGREEMENT

This agreement shall commence on the day the Division Director provides written Notice to Department for the disbursement of TIFT Funds and shall terminate on September 30, 2009.

ARTICLE IX

TERMINATION

- 9.1 If, through any cause, CITY fails to commence work on the project, or fails to fulfill in timely and proper manner its obligations under this Agreement, or if CITY shall violate any of the covenants, agreements, or stipulations of this Agreement, COUNTY shall

thereupon have the right to terminate this Agreement and may require the return of funds expended or committed for expenditure in violation of this agreement by giving written notice to CITY of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. If just cause is shown prior to termination, the Planning and Zoning Office Director may specify in writing the actions that must be taken by CITY and a reasonable date for compliance; as a condition to avoid termination. In no event can the Agreement date be extended beyond the periods provided in this Agreement without amendment to the Agreement executed with the same formality and of equal dignity herewith.

- 9.2 In the event of termination, upon request by the COUNTY, copies of all finished or unfinished documents, data studies, surveys, drawings, maps, models, reports prepared, and any other like documents secured by CITY with TIFT Funds under this Agreement shall be provided to COUNTY.
- 9.3 In the best interests of the program and in order to better serve the people in the impact fee districts and fulfill the purposes of the Act, either party may terminate this Agreement upon giving thirty (30) days notice in writing of its intent to terminate, stating its reasons for doing so. In the event CITY or COUNTY terminates the Agreement, CITY shall refund COUNTY, all unexpended and unencumbered TIFT Funds received and interest accrued therefrom.
- 9.4 The parties hereby agree that the following events are sufficient cause for termination of the Agreement. Such events include, but are not limited to:
 - a. Improper use of TIFT Funds;
 - b. Failure to comply with the terms of this Agreement.

ARTICLE X

INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY are subject to supervision by CITY and employees or service providers shall not be deemed officers, employees, or agents of Brevard County.

Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CITY, which shall not conflict with COUNTY, or state rules or regulations relating to the use of TIFT Funds.

ARTICLE XI

ALL PRIOR DISBURSEMENT AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the disbursement matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document.

Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written regarding disbursements unless specifically incorporated into this agreement by writing. This agreement does not supersede Interlocal Agreement signed on April 3, 1990.

ARTICLE XII

NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. The parties designate the following as the respective places for giving of notice to-wit:

FOR COUNTY: Director
 Planning and Zoning Office
 2725 Judge Fran Jamieson Way
 Viera, FL 32940

FOR CITY: City Manager
 City of Rockledge
 1600 Huntington Lane
 Rockledge, FL 32956-2617

ARTICLE XIII

AMENDMENTS

COUNTY may amend this Agreement, if required by legislation, to conform with mandates in state guidelines, directives, and objectives relating to the use of TIFT Funds. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Board of County Commissioners. Such amendment will not affect specific activities commenced under this agreement prior to amendment, which were in compliance at the time of commencement. CITY shall be notified pursuant to ARTICLE XII and such notification shall constitute an official amendment. No other modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

ARTICLE XIV

CONFLICT OF INTEREST

CITY covenants that no person who presently exercises any functions or responsibilities in connection with the Project(s) has any personal financial interest, direct or indirect, in the Project(s) during this tenure which would conflict in any manner or degree with the performance of this Agreement, and that no person having any conflicting interest shall be employed or subcontracted. Any possible conflicting interest on the part of CITY or its employees shall be disclosed in writing to the Planning and Zoning Office.

00032

ARTICLE XV

SEVERABILITY

If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from this Agreement without affecting the binding force of the remainder of the Agreement.

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the COUNTY and CITY by their duly authorized representatives on the respective dates below.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA**

Scott Ellis, Clerk

By _____
Truman Scarborough, Chairman

As approved by the Board of County Commissioners
on April 24, 2007 as Item VIII.A.2.

ATTEST:

CITY OF ROCKLEDGE, FLORIDA

Betsi Beatty Moist, City Clerk

By _____
Larry L. Schultz, Mayor

Date: _____, 2008

99033

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Truman Scarborough, Chairman of the Board of County Commissioners of Brevard County, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

NOTARY PUBLIC - State of Florida
My commission expires:

STATE OF FLORIDA §
COUNTY OF BREVARD §

The foregoing instrument was acknowledged before me this _____ day of _____, 2008 by Larry L. Schultz, Mayor of the City of Rockledge, Florida, who is personally known to me or produced _____ as identification and who did take an oath.

NOTARY PUBLIC - State of Florida
My commission expires:

EXHIBIT "A"

PROJECT(S) DESCRIPTION

The project to be funded by this Disbursement Agreement is for construction of a new turn lane from westbound Pluckebaum Road to northbound Clearlake Road in Rockledge, Florida. The work to be accomplished includes the purchase of construction related services and materials for turn lane construction. The anticipated scope of work for this Agreement includes the acquisition of right-of-way if necessary, purchase of engineering and construction related services and materials, intersection reconstruction, and other related improvements necessary for the implementation of the project.

From Central Mainland TIFT Fund.

EXHIBIT "B"

FINAL ACCOUNTING FOR PROJECT

Project Name: Pluckebaum/Clearlake Turn Lane
From Central Mainland TIFT Fund

Date	Activity	Check #	Impact Fee Deposit	Project Expense	Program Interest*	Unexpended Funds
------	----------	---------	-----------------------	--------------------	----------------------	---------------------

Totals

* Based on SBA Interest Rate applicable to each month.

AGENDA ITEM SUMMARY

ITEM NO. : 10 B

SUBJECT : BID AWARD, BAFFLE BOX AT HARDEE CIRCLE AND
ROCKLEDGE DRIVE

DISCUSSION : The City is to receive another grant from the St. Johns River Water Management District for a baffle box sediment trap on Rockledge Drive at Hardee Circle. This will be the eighth installation of a baffle box at streets with outfall to the Indian River Lagoon. The low bid was received from ESI in the amount of \$39,327.00. This work will not be completed until Fiscal Year 2009. The grant from the SJRWMD is for up to \$40,000 for this project.

ADDITIONAL
INFORMATION : None

ACTION
REQUESTED : Approval to award project contract to ESI

STAFF
CONTACT : Planning Director Griffin

Betsi Moist

From: Don Griffin [dgriffin@cityofrockledge.org]
Sent: Wednesday, July 30, 2008 9:33 AM
To: James P Mcknight; Betsi Beatty Moist
Cc: Wayne Mozo; Alexandra Townsend
Subject: Hardee Circle Baffle Box bid

CM:

We sent bids out to Vortex, ESI and Suntree Technologies for the installation of a baffle box at Hardee Circle and Rockledge Drive. We have received two bids:

Suntree Technologies	\$ 59,945.00
ESI	\$ 39,327.00
Votex	(no bid)

Staff would recommend awarding the contract to ESI.

Please include this request on the City Council Agenda for August 6, 2008.

Don R. Griffin
Planning Director
1600 Huntington Lane
Rockledge, Florida 32955
321-690-3978 phone
321-690-3987 fax
321-298-8777 cell

...what lies Behind us and what lies Before us is nothing compared to what lies Within us...

DISCLAIMER: The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers. [References: Florida State Constitution I.24, Florida State Statutes Chapter 119, and BPS Policy 7540.05]

Please note: Florida has a broad public records law. As a result, any written communication created or received by City of Rockledge officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail. Instead, you may contact me by phone or in writing.

00038

Jim Mcknight

From: Don Griffin [dgriffin@cityofrockledge.org]
Sent: Wednesday, July 30, 2008 9:33 AM
To: James P Mcknight; Betsi Beatty Moist
Cc: Wayne Mozo; Alexandra Townsend
Subject: Hardee Circle Baffle Box bid

CM:

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No virus found in this incoming message.

Checked by AVG - <http://www.avg.com>

Version: 8.0.138 / Virus Database: 270.5.7/1581 - Release Date: 7/30/2008 6:56 AM

AGENDA ITEM SUMMARY

ITEM NO. : 10 C

SUBJECT : PURCHASE OF WHEELED GARBAGE CONTAINERS AND RECYCLING BINS (SANITATION DIVISION, PUBLIC WORKS DEPARTMENT)


DISCUSSION : The Public Works Director has requested purchase of wheeled containers and recycling bins for residential area trash collection. The total for the purchase is \$33,651.20 and is within budgetary allocations for the enterprise fund.

ADDITIONAL INFORMATION : None

ACTION REQUESTED : Approval of Purchase

STAFF CONTACT : Public Works Director Poole

Memo

To: Jim McKnight, City Manager
From: Ken Poole, Public Works Director 
Date: 7/28/08
Subject: Household Roll Out Carts / Recycle Bins – Purchase Request

Attached is a quote from Rehrig Pacific Company for 544 - 95 gallon wheeled carts and 1000 - 18 gallon recycle bins totaling \$33,651.20. Budget amount through June 2008 has \$33,675.94 remaining.

Rehrig Pacific Company

July, 25 2008

City of Rockledge
1400 N. Garden Rd
Rockledge, FL 32955

Attn: Connie Swift

RE: Quote for 18 Gallon Recycling Bins and 95 Gallon Roll Out Carts

Dear Connie:

Thank you very much for your interest in the Rehrig Pacific Company and our products. Per your request, I have listed our quote for 18 gallon recycling bins and 95 gallon roll out carts below:

Product	Product Description	Quantity	Brand Plate	Price	Freight	
95U-Gallon Roll-out Carts w/ 12" wheels	Forest Green Body and Lid w/ white branded logo	486 (1 truckload)	N/A	\$49.80 ea. Delivered *	Included in price	24,202.8
95U-Gallon Roll-out Carts w/ 12" wheels	Forest Green Body and Lid w/ white branded logo	58 (1 truckload shipped with bins below)	N/A	\$49.80 ea. Delivered *	Included in price	2,888.40
18-Gallon Recycling Bins	Forest Green w/ white branded logo	1000	N/A	\$6.56 ea. Delivered *	Included in price	6,560.00

- Prices are valid for a period of 30 days
- Prices do not include applicable taxes
- Estimated lead time is 4-6 weeks.

33,651.2

* Pricing includes freight from Atlanta, GA.

Thank you for the opportunity to earn your business. If you have any questions or would like additional information, please contact me at reck@rehrigpacific.com or (352) 461-3788.

Sincerely,

Rob Eck

Rob Eck
Environmental Sales Representative

AGENDA ITEM SUMMARY

ITEM NO. : 10 D

SUBJECT : EASEMENT AGREEMENT, WATER LINE FOR FIRE SUPPRESSION SYSTEM, MUNICIPAL BUILDING (CITY OF COCOA)

DISCUSSION : In order to complete the water line installation for the fire suppression system at the Municipal Building (11 Orange Avenue), the City must provide an easement to the City of Cocoa across public property. The City must also provide City of Cocoa with a bill of sale for the water lines, mains, and appurtenances.

ADDITIONAL INFORMATION : None

ACTION REQUESTED : Approval of Easement in favor of the City of Cocoa.

STAFF CONTACT : City Manager McKnight

Prepared by and return to:
Joan Clark, City Clerk
City of Cocoa
603 Brevard Avenue
Cocoa, Florida 32922

Parcel ID. #(s): _____

WATER LINE & INGRESS/EGRESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made the last date signed below, by _____, a _____ which is authorized to do business in the State of Florida, and has a mailing address of _____ (hereinafter "**Grantor**") in favor of the **CITY OF COCOA**, a Florida municipal corporation, and having a mailing address of 603 Brevard Avenue, Cocoa, Florida 32922 (hereinafter "**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the developer of real property located within Brevard County, Florida; and

WHEREAS, Grantor has designed, permitted and constructed certain facilities for the provision of water to the Property, including water liens, water mains, pipes, service lines, tees, joints and appurtenances (hereinafter "Water Line Facilities"), for which **Grantor** intends to convey ownership of such Water Line Facilities to **Grantee**; and

WHEREAS, Grantee requires a non-exclusive perpetual easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such facilities, as well as a non-exclusive perpetual easement for ingress and egress across **Grantor's** property in order to access and use the Water Line Easement as provided herein; and

WHEREAS, providing of Water Line Facilities to the Property constitute a public purpose; and

NOW, THEREFORE, in consideration of the public purpose stated herein, and the mutual covenants, terms, and conditions and restrictions contained herein, together with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated fully herein by this reference.

2. **Grant of Easement.** Grantor hereby voluntarily grants and conveys to Grantee, subject to any previous and duly recorded easements or grants of record, a perpetual non-exclusive water line easement over, under, through, and across the real property described in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Water Line Easement"); and a perpetual non-exclusive ingress and egress easement across the real property legally described in **Exhibit "B"**, a copy of which is attached hereto and incorporated herein by this reference (hereinafter "Ingress/Egress Easement"). Said easements shall be of the nature and character and to the extent hereinafter set forth.

3. **Purpose of Water Line Easement.** The Water Line Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Water Line Easement for the construction, installation, repair, replacement, operation, connection to, disconnection from and maintenance of such water line facilities as may be reasonably and customarily necessary for Grantee to provide water service to the Property.

4. **Purpose of Ingress/Egress Easement.** The Ingress/Egress Easement is granted for the express and sole purpose of allowing Grantee to perpetually use the property within the Ingress/Egress Easement to reasonably access its Water Line Facilities contained within the Water Line Easement for the purposes provided therein.

5. **Rights and Obligations of Grantee.** To accomplish the purpose stated above, and at Grantee's sole expense, the following rights are conveyed to Grantee by this Easement:

(a) the right for Grantee to inspect, alter, improve, construct, repair, rebuild, relocate and remove, connect to, disconnect from, and maintain the Water Line Facilities and related appurtenances within the Water Line Easement;

(b) all other rights and privileges reasonably and customarily necessary or convenient for Grantee's safe and efficient operation, maintenance, and/or repair of the Water Line Facilities; including convenient and reasonable access to such facilities; and

(c) for the enjoyment and use of said easements for the purposes described above.

In addition, Grantee agrees to and shall promptly restore, or cause to be restored; the surface and subsurface of the real property described herein to the condition said property was in prior to the performance of any construction, reconstruction, replacement, removal, enlargement, operation, inspection, maintenance, repair improvement, relocation or any other use or work contemplated by this Easement Agreement. Any such restoration shall be in a workman like manner acceptable to the Grantor. Grantee shall use its best efforts in its use of the easement areas to not interfere with use by Grantor, its tenants, guests and invitees of adjacent property owned by Grantor.

6. **Grantors Use of Easement.** Subject to and conditioned upon the provisions of Paragraph 3 and 4 of this Agreement, Grantor hereby reserves for itself the right to use the easement

areas; provided, however, that **Grantor's** use may not (i) violate any provision of this Easement Agreement, or (ii) unreasonably interfere with any of **Grantee's** easements, rights or interest under this Agreement. Notwithstanding anything to the contrary contained herein, Grantor shall not have the right to relocate the Water Line Easement on Grantor's property.

7. **Easements Run with the Land.** These easements shall remain a charge against the property. Therefore, these easements shall run with the land and be automatically assigned by any deed or other conveyance conveying the easement property, or a portion thereof, relating to these easements, even though the conveyance makes no reference to these easements as such.

8. **Recordation.** **Grantee** shall record this instrument in a timely fashion in the Official Records of Brevard County, Florida and may re-record it at any time as may be required to preserve its rights in this Easement.

9. **Sovereign Immunity.** Nothing contained in this Agreement shall be construed as a waiver of the **Grantee's** right to sovereign immunity under Section 768.28, *Florida Statutes*, or other limitations imposed on the **Grantee's** potential liability under state or federal law.

10. **Indemnification.** **Grantee** agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless **Grantor** from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability, arising from, out of, or caused by: **Grantee**, its officers, employees, agents, or contractors, negligent or intentional acts, errors, omissions in the operation, maintenance, construction, repair or other use contemplated herein of the Water Line Facilities, except to the extent of negligence or wanton misconduct of the **Grantor**.

The indemnification provided above shall obligate the **Grantee** to defend at its own expense or to provide for such defense, at the option of the **Grantor**, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the **Grantor** which may result under this Agreement. In all events, the **Grantor** shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are not greater than a rate deemed reasonable in Brevard County, Florida.

11. **Injunctive Relief.** The parties agree that, in the event of default, there may not be an adequate remedy at law, and therefore, it is agreed the parties shall be entitled to seek injunctive relief, including a mandatory injunction.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. Venue for all disputes shall be properly placed in Brevard County, Florida. The parties agree that the Agreement was consummated in Brevard County, and the site of the easements is in Brevard County, Florida.

13. **Notice.** All notices, demands, requests, consents, approvals or other communications

(collectively, ANotices@) required or permitted to be given hereunder or which are given with respect to this Agreement shall be effective only if in writing and delivered by personal service, or delivered to an overnight courier service with guaranteed next day delivery or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO GRANTOR:

TO GRANTEE:

Attn: City Manager
City of Cocoa, Florida
603 Brevard Avenue
Cocoa, FL 32922

or to such other address as such party shall have specified most recently by like Notice. The aforesaid attorneys for the parties hereto are hereby respectively authorized to give any Notice permitted under this Agreement. Any Notice given as provided herein shall be deemed received as follows: if delivered by personal service, on the date so delivered; if delivered to an overnight courier service, on the business day immediately following delivery to such service; and if mailed, on the third business day after mailing.

14 Modification. This Easement shall only be modified by a written instrument executed by the parties hereto or any successor, assigns, heirs, or representatives thereto.

15. Entire Agreement. This Easement constitutes the full and entire agreement between the parties hereto and supersedes any oral or written prior communications between the parties related to the subject matter contained in this Easement. The laws of Florida shall govern this Easement.

IN WITNESS WHEREOF, Grantor and Grantee have set their respective hands on the day and year first below written.

WITNESSES:

GRANTOR

Print Name: _____

By: _____

Print Name: _____

Date: _____, 200__

**STATE OF FLORIDA
COUNTY OF BREVARD**

I **HEREBY** certify that the foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, the _____, ☐ who is personally known to me, or ☐ who has produced _____ as identification.

Notary Public, State of Florida

Print Name _____

My commission expires: _____

GRANTEE

CITY OF COCOA ACCEPTANCE

Ric Holt, City Manager

**STATE OF FLORIDA
COUNTY OF BREVARD**

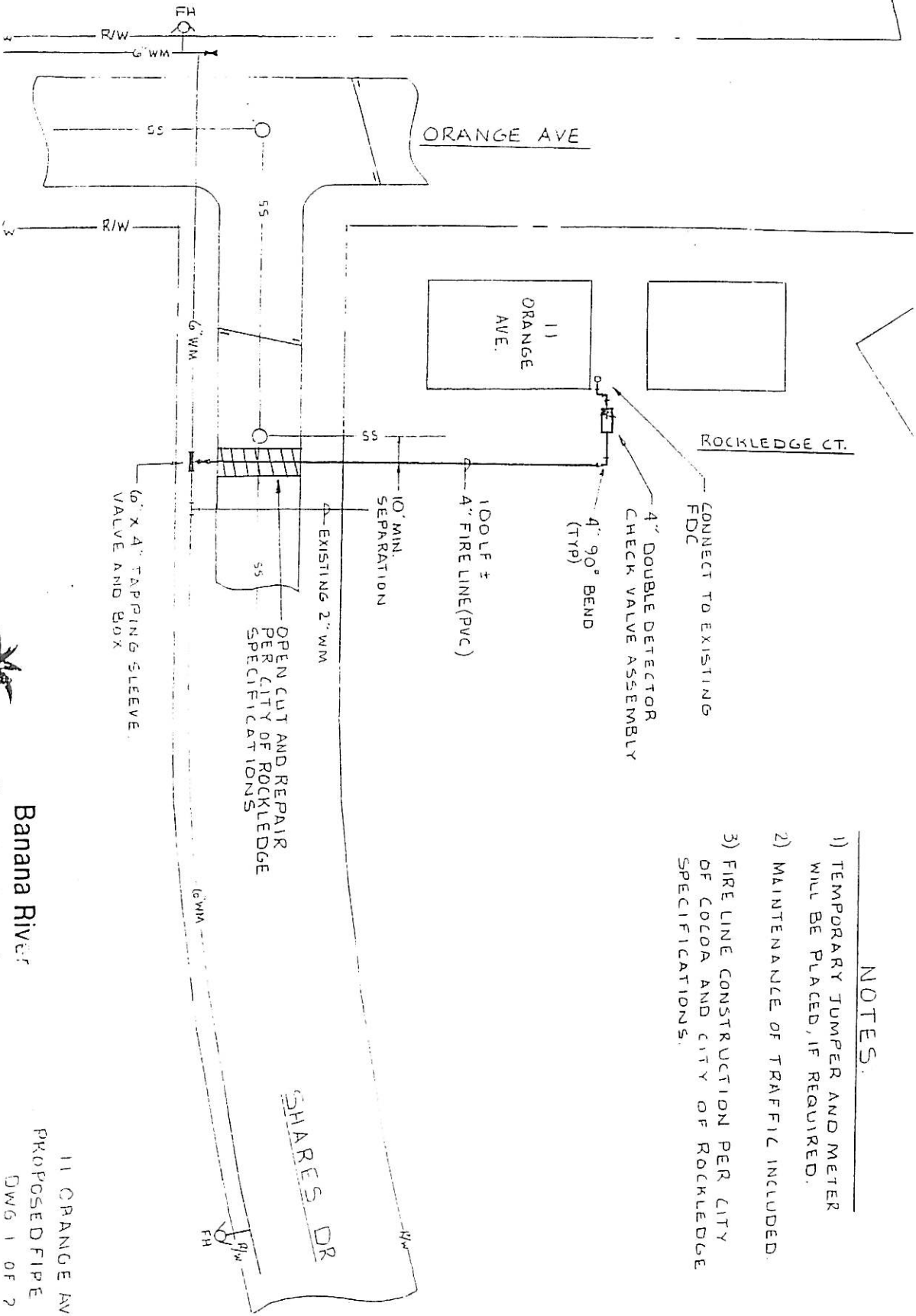
I **HEREBY** certify that the foregoing instrument was acknowledged before me this _____ day of _____, 200__, by Ric Holt, as City Manager of the City of Cocoa ☐ who is personally known to me, or ☐ who has produced _____ as identification.

Notary Public, State of Florida

Print Name _____

My commission expires: _____

R/W



NOTES.

- 1) TEMPORARY JUMPER AND METER WILL BE PLACED, IF REQUIRED.
- 2) MAINTENANCE OF TRAFFIC INCLUDED.
- 3) FIRE LINE CONSTRUCTION PER CITY OF COCOA AND CITY OF ROCKLEDGE SPECIFICATIONS.

00049



Banana River
Constructors, Inc.
3815 U.S. 1 North - Suite 2
Cocoa, Florida 32926

11 ORANGE AVE
PROPOSED FIRE LINE
DWG 1 OF 2

AGENDA ITEM SUMMARY

ITEM NO. : 11 A

SUBJECT : COMMUNITY REDEVELOPMENT AGENCY (CRA) ACTION ITEMS
FROM JULY 23, 2008

DISCUSSION : The CRA passed two motions at its most recent meeting for
consideration by the City Council. They are as follows:

- 1) Request to close Barton Boulevard on October 25, 2008, from
2:00 pm until 10:00 pm for the Car Show (Huntington Lane to
Elm Street);
- 2) Reconsideration of the Ad Valorem Tax Abatement Program
permitted under Florida Statutes for job creation and capital
investment (requires voter referendum).

ADDITIONAL
INFORMATION : None

ACTION
REQUESTED : As deemed appropriate

STAFF
CONTACT : City Manager McKnight